

# **EXHIBIT A**

⑤

26348  
CAC/ETH

Atty. No. 41106

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION

DWAYNE S. ARMBRISTER,  
on behalf of himself and the classes  
described below,

Plaintiff,

vs.

PUSHPIN HOLDINGS, LLC,

Defendant.

11 CH 41471

2011 DEC -5 A 1:01  
DOROTHY BROWN  
CLERK OF THE CIRCUIT COURT  
CHANCERY DEPARTMENT

COMPLAINT - CLASS ACTION

INTRODUCTION

1. Plaintiff brings this action to secure redress for unlawful collection practices engaged in by defendant.

PARTIES

2. Plaintiff Dwayne S. Armbrister is a resident of North Carolina.

3. Defendant Pushpin Holdings, LLC is a limited liability company organized under Delaware law. Its agent for service of process is CT Corporation System, 111 Eighth Avenue, New York, NY 10011, or Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801.

4. Defendant Pushpin Holdings, LLC is subject to the jurisdiction of this Court because (a) this action concerns the legality of some 300 lawsuits which Pushpin has filed in the Circuit Court of Cook County beginning in August 2011, and (b) threats to bring numerous other such lawsuits in the Circuit Court of Cook County (c) filed and made on behalf of Pushpin by an Illinois attorney, and (d) the leases at issue provide for jurisdiction in Chicago, Illinois.

5. On information and belief, the business of Pushpin Holdings, LLC consists of filing and threatening to file suit on old, time-barred debts.

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100 100 100

6. On information and belief, based on debt buying industry statistics, Pushpin paid perhaps a penny on the dollar for these debts. See "What's Really Going On In Debt Purchasing," Inside ARM, December 11, 2010.

#### FACTS RELATING TO PLAINTIFF

7. In late 2002, plaintiff operated a company, Ace Security Laminates, LLC, in North Carolina.

8. On or about September 6, 2002, plaintiff leased equipment (two credit card processing machines) from a unit of CIT Financial, in Chicago, Illinois, and personally guaranteed the lease.

9. The transaction between an Illinois lessor and a North Carolina lessee involved interstate commerce.

10. Plaintiff's business failed in 2003. The last payment on the lease was made in early 2003.

11. Plaintiff returned the equipment at about the same time. To the best of plaintiff's recollection, he was not notified of any sale or disposition of the equipment or balance owed.

12. Plaintiff heard nothing further about the lease until 2011.

13. In May 2011, plaintiff received the letter attached as Appendix A from defendant.

14. Appendix A represents that "your delinquency has been reported to the credit bureaus as a chargeoff or collection account and will be reflected on your credit report."

15. In mid-November 2011, plaintiff received the documents in Appendix B consisting of a form demand letter for \$7,628.22 and a draft form complaint. The lease and guaranty signed by Mr. Armbrister are attached to the draft complaint.

16. In Appendix B, defendant Pushpin Holdings, LLC threatens to file suit in the Circuit Court of Cook County against Mr. Armbrister.

## WRONGFUL THREAT OF CREDIT REPORTING BY DEFENDANT

17. The representation in Appendix A relating to credit reporting was false and known to be false by defendant.

18. Under federal law, a delinquent debt cannot appear on a person's credit report more than 7 years and 180 days after the beginning of the delinquency. The Fair Credit Reporting Act, 15 U.S.C. §1681c ("FCRA"), provides:

### **§ 1681c. Requirements relating to information contained in consumer reports**

(a) Information excluded from consumer reports. Except as authorized under subsection (b), no consumer reporting agency may make any consumer report containing any of the following items of information:

(1) Cases under title 11 of the United States Code or under the Bankruptcy Act that, from the date of entry of the order for relief or the date of adjudication, as the case may be, antedate the report by more than 10 years.

(2) Civil suits, civil judgments, and records of arrest that, from date of entry, antedate the report by more than seven years or until the governing statute of limitations has expired, whichever is the longer period.

(3) Paid tax liens which, from date of payment, antedate the report by more than seven years.

(4) Accounts placed for collection or charged to profit and loss which antedate the report by more than seven years.

(5) Any other adverse item of information, other than records of convictions of crimes which antedates the report by more than seven years. . . .

### **(c) Running of reporting period.**

(1) In general. The 7-year period referred to in paragraphs (4) and (6) of subsection (a) shall begin, with respect to any delinquent account that is placed for collection (internally or by referral to a third party, whichever is earlier), charged to profit and loss, or subjected to any similar action, upon the expiration of the 180-day period beginning on the date of the commencement of the delinquency which immediately preceded the collection activity, charge to profit and loss, or similar action. . . .

There is an exception for special reports prepared in connection with credit and life insurance

transactions involving more than \$150,000 and employment at more than \$75,000.

19. At the time Appendix A was sent, the reporting period with respect to plaintiff's debt had expired.

20. Defendant knew or was chargeable with knowledge that the reporting period had expired.

#### TIME-BARRED NATURE OF DEBT

21. The statute of limitations applicable to the collection of a debt based on the sale or lease of goods is four years under sections 2-725 (sale) and 2A-506 (lease) of the Uniform Commercial Code. Citizens National Bank of Decatur v. Farmer, 77 Ill. App. 3d 56; 395 N.E.2d 1121 (4<sup>th</sup> Dist. 1979); Fallimento C.Op.M.A. v. Fischer Crane Co., 995 F.2d 789 (7<sup>th</sup> Cir. 1993).

22. Section 2A-506 of the UCC, 810 ILCS 5/2A-506, provides: "An action for default under a lease contract, including breach of warranty or indemnity, must be commenced within 4 years after the cause of action accrued. . . ."

23. Any cause of action arising out of the failure of plaintiff or his company to make under payment under the lease accrued in 2003 and was barred by limitations by 2007.

24. Defendant knew or was chargeable with knowledge that the debt was time-barred.

#### ILLEGAL PRACTICES OF DEFENDANT

25. Defendant Pushpin Holdings, LLC regularly files suit in the Circuit Court of Cook County, Illinois on similar leases against persons located throughout the United States. It has filed some 300 cases beginning in August 2011.

26. Defendant Pushpin Holdings, LLC regularly threatens to file suit in the Circuit Court of Cook County, Illinois on similar leases against persons located throughout the United States.

27. Defendant Pushpin Holdings, LLC regularly represents that debts will

appear on credit reports that are so old that they can no longer appear on a credit report.

28. The victims of these practices are, on information and belief, persons associated with small businesses similar to plaintiff.

29. The amounts demanded generally do not exceed \$10,000. In many cases, they involve \$1,500 to \$3,000.

30. Attached as Appendix C is a list of over 300 Cook County Circuit Court filings by Pushpin Holdings, LLC, beginning in August 2011.

31. On information and belief, most or all of the debts involved CIT leases substantially similar to that signed by plaintiff.

32. On information and belief, the leases are of similar vintage to that in Appendix B.

33. In Appendix B, Pushpin claims to have acquired in 2010 a portfolio of leases originated by CIT.

34. Both the filing of lawsuits by Pushpin Holdings, LLC and the sending of letters such as those in Appendix A and Appendix B are wrongful, for several reasons:

35. First, the representations relating to credit reporting are false.

36. Second, the claims are obviously time-barred. The only manner in which defendant can prevail is if the defendants do not appear and assert their rights.

37. Third, many of the CIT leases provide (paragraph 21) for mandatory arbitration before the American Arbitration Association ("AAA"). This arbitration clause does not, unlike most arbitration clauses, give each party an option to arbitrate, but provides that "Any claim or controversy, including any contract or tort claim between or among us, you or any Guarantor related to this Lease, *shall* be determined by binding arbitration . . . ." (Emphasis added).

#### **DEFENDANTS' ATTEMPT TO OBTAIN FRAUDULENT DEFAULT JUDGMENTS**

38. The AAA rules permit distant parties to participate in arbitrations of

modest size by telephone or written submission.

39. On information and belief, during 2001 CIT revised its forms to include arbitration clauses.

40. A lawsuit filed in the Municipal Department of the Circuit Court of Cook County, such as that threatened in Appendix B, will result in a default judgment unless the defendant appears in court, personally or by attorney.

41. An AAA arbitration thus does not require that the defendant hire an attorney or personally appear in Chicago, Illinois, while a Circuit Court lawsuit does.

42. An obvious statute of limitations defense would be ideally suited for resolution by telephone or written submission under the AAA rules.

43. By threatening to file and filing lawsuits in the Circuit Court when the applicable agreement provided for arbitration, Pushpin Holdings fraudulently contrived to prevent the putative debtors from asserting known valid defenses, and obtain money and default judgments which it had no right to obtain.

#### **FRAUDULENT NATURE OF DEFENDANT'S PRACTICES**

44. Defendant knew or should have known that the statute of limitations applicable to such debts is four years. The statute is a standard UCC provision and an entity in the business of acquiring alleged debts governed by the UCC knows or should know it.

45. Defendant knew or should have known that the debts at issue were so old that they could no longer appear on a credit report.

46. Most or all of the lawsuits defendant brings and threatens are of modest amounts, not exceeding \$10,000. Some involve only \$1,500 to \$3,000.

47. As a result, the persons sued cannot economically appear in person or retain counsel in Chicago to defend such suits, as doing so would require them to pay an amount comparable to that sought in the lawsuits.

48. Defendant engages in a pattern and practice of filing and threatening suits



on time-barred debts of modest amounts, knowing that the persons sued could not economically defend such suits, while intentionally disregarding the arbitration provisions which would allow a defense to be presented.

49. Defendant engages in a pattern and practice of wrongfully threatening to cause debts to appear on credit reports when it knows they are too old to so appear.

50. The overall course of conduct engaged in by defendant is to use false representations, unfounded threats of credit reporting and suits in a distant forum, and the actual filing of time-barred lawsuits in a distant forum to extract money based on debts that are not legally enforceable, for which defendant has paid trivial sums.

51. On information and belief, all of the leases at issue provide for the application of Illinois law.

#### CLASS ALLEGATIONS

52. Plaintiff brings this claim on behalf of three classes, which overlap.

53. Class A consists of (a) all persons sued or threatened with suit in Illinois (b) by Pushpin Holdings, LLC (c) on a lease containing an arbitration clause similar to that in Appendix B.

54. Class B consists of (a) all persons sued or threatened with suit in Illinois (b) by Pushpin Holdings, LLC (c) on a lease (d) where the date of default or last payment (whichever is later) occurred more than four years prior to the suit or threat.

55. Class C consists of (a) all persons who were sent a letter by or on behalf of Pushpin Holdings, LLC (b) that referred to credit reporting (c) with respect to a defaulted lease (d) where the date of default occurred more than 7 years and 180 days prior to the suit or threat.

56. The members of the classes are so numerous that joinder of all members is not practicable, in that:

- a. Pushpin has filed suit in the Circuit Court of Cook County against more than 300 persons, located throughout the United States.

- b. Random examination of the court files discloses that the leases are of vintage similar to that in Appendix B; i.e., the claims are time-barred and beyond the FCRA reporting period.
- c. The same examination discloses that many of the leases contain arbitration clauses, as described above.
- d. Defendant sends a letter referring to credit reporting, such as Appendix A, to all persons whose leases it acquires.

57. There are questions of law and fact common to the class members, which common questions predominate over any questions relating to individual class members. The predominant common questions are:

- (1) Whether Pushpin was required to arbitrate claims where the leases contained mandatory arbitration clauses.
- (2) Whether Pushpin violated the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2 ("ICFDBPA"), by wrongfully attempting to extort money from the class members by threatening or filing time-barred lawsuits and falsely threatening to have debts appear on credit reports when the debts were too old.

58. Plaintiff will fairly and adequately represent the class members. Plaintiff has retained counsel experienced in class actions and collection abuse litigation. Plaintiff's claim is typical of the claims of the class members. All are based on the same factual and legal theories.

59. A class action is appropriate for the fair and efficient adjudication of this matter, in that:

- a. Individual actions are not economically feasible.
- b. Members of the class are likely to be unaware of their rights;

- c. Defendant's actions have been contrived to prevent members of the class from asserting their rights.

**COUNT I – FEDERAL ARBITRATION ACT**

60. Plaintiff incorporates paragraphs 1-59.
61. This claim is brought on behalf of Class A.
62. The claims against plaintiff and the members of Class A are subject to arbitration.
63. The filing and threatened filing of lawsuits against plaintiff and the members of the class is wrongful.
64. Under the Federal Arbitration Act, 9 U.S.C. §1 et seq., both CIT and any claimed successor, such as Pushpin Holdings, LLC, was obligated to arbitrate any claim against a lessee.
65. Plaintiff requests that Pushpin Holdings, LLC be compelled to arbitrate all claims it has against lessees or guarantors who have arbitration clauses in their contracts.
- WHEREFORE, the Court should enter judgment in favor of plaintiff and the class members and against defendant for:

- (1) An injunction requiring defendant to (a) file individual arbitrations before the AAA to collect any claims similar to that in Appendix B, (b) vacate any judgments it has obtained against class members, (c) return any funds it has obtained pursuant to such judgments.
- (2) Costs of suit;
- (3) Such other and further relief as the Court deems proper.

**COUNT II – ILLINOIS CONSUMER FRAUD  
AND DECEPTIVE BUSINESS PRACTICES ACT**

66. Plaintiff incorporates paragraphs 1-59.
67. This claim is brought on behalf of the members of all three classes.

68. Defendant engaged in unfair and deceptive acts and practices, in violation of 815 ILCS 505/2, by:

- a. Threatening and filing suits when defendant was required to arbitrate;
- b. Threatening and filing suits when the debts were patently time-barred;
- c. Threatening and filing suits when the filing of suit represented an attempt to take advantage of the fact that a personal appearance by the defendant or counsel is required in the Circuit Court of Cook County but not under the AAA rules;
- d. Threatening and filing suits where the amount claimed was such as to make personal appearance in Chicago economically infeasible.
- e. Falsely representing that old debts could appear on credit reports when the default occurred more than 7 years and 180 days previously.

69. Defendant's practice is deceptive because defendant falsely represents that it has valid, legally enforceable claims and falsely represents that debts could appear on credit reports.

70. Defendant's practice is unfair because defendant is demanding money to which it knows it is not entitled to avoid inflicting greater economic injury on the defendant.

71. Defendant engaged in such conduct in the course of trade and commerce.

72. Defendant engaged in such conduct for the purpose of obtaining money from plaintiff and the class members, to which it was not entitled.

WHEREFORE, the Court should enter judgment in favor of plaintiff and the members of the classes and against defendant for the following relief:

- (1) An injunction restraining defendant from filing or

- threatening to sue on leases containing arbitration clauses;
- (2) An injunction restraining defendant from filing or threatening to sue on leases where the alleged default occurred more than 4 years previously;
  - (3) An injunction restraining defendant from threatening to report or reporting debts to credit bureaus when the alleged default occurred more than 7 years and 180 days previously;
  - (4) Disgorgement of all sums obtained by defendant following the unlawful actions and threats described above;
  - (5) An order requiring defendant to vacate any judgments it has obtained against class members;
  - (6) Punitive damages;
  - (7) Awarding attorney's fees, litigation expenses and costs of suit;
  - (8) For such other and further relief as the Court deems proper.

  
\_\_\_\_\_  
Daniel A. Edelman

Daniel A. Edelman  
Cathleen M. Combs  
James O. Lattuner  
Catherine A. Ceko  
EDELMAN, COMBS, LATTURNER  
& GOODWIN, L.L.C.  
120 S. LaSalle Street, 18th Floor  
Chicago, Illinois 60603  
(312) 739-4200  
(312) 419-0379 (FAX)

NOTICE OF LIEN AND ASSIGNMENT

Please be advised that we claim a lien upon any recovery herein for 1/3 or such amount as a court awards. All rights relating to attorney's fees have been assigned to counsel.

  
\_\_\_\_\_  
Daniel A. Edelman

Daniel A. Edelman  
EDELMAN, COMBS, LATTURNER  
& GOODWIN, LLC  
120 S. LaSalle Street, 18th Floor  
Chicago, Illinois 60603  
(312) 739-4200  
(312) 419-0379 (FAX)

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**PUSHPIN HOLDINGS LLC**

May 16, 2011

DWAYNE ARMBRISTER

Redacted

**Re: Equipment Lease Agreement**

Lease Number: [redacted] lease number with Lease Finance Group

Outstanding Balance: \$9,252.35

**NOTICE OF ACQUISITION AND DEMAND FOR PAYMENT**

Dear Dwayne Armbrister,

Please take notice that PUSHPIN HOLDINGS LLC (PUSHPIN) has recently acquired all of the rights, title and interest to certain commercial equipment finance lease agreements and personal guarantees thereupon originally held by LEASE FINANCE GROUP. Additionally, the above-referenced commercial equipment finance lease was included in the purchase.

Due to your continued delinquency and failure to pay the outstanding balance listed above, your account has been referred to my department to **initiate a civil action against you** as allowed under the personal guaranty in your lease agreement. Accordingly, demand is hereby made for payment in full.

Please be advised that your delinquency has been reported to the credit bureaus as a **chargeoff or collection account** and will be reflected on your credit report. Once your outstanding balance is paid in full, we will notify the credit bureaus that the outstanding balance has been paid.

Please send your payment in the amount of \$9,252.35 to the address stated below **within ten (10) days from the date of this letter**. Please write your lease number on your check or money order. Payment can also be made via CREDIT CARD, DEBIT CARD, CHECK BY PHONE, WESTERN UNION or overnight delivery using our FEDERAL EXPRESS service. Please contact me to use any of the payment methods mentioned above.

I may be reached at (888) 271-4480. Please govern yourselves accordingly.

Sincerely yours,

Alethea Wiggins  
Account Manager  
Legal Collections Department

1 Penn Plaza Box# 6255  
New York, New York 10119

Monday- Friday  
8:30am - 5:30pm EST

51L-H

LAW OFFICES OF  
**ARI R. MADOFF, P.C.**  
POST OFFICE BOX 64777  
CHICAGO, ILLINOIS 60664-0777

Redacted

November 8, 2011

DWAYNE ARMBRISTER

Dear DWAYNE ARMBRISTER:

We have been retained by Pushpin Holdings LLC (PUSHPIN) to enforce its rights under the above-referenced lease agreement and associated personal guaranty.

Notwithstanding prior notices and demands, ACE SECURITY LAMINATES ("Lessee") remains in default of its payment obligations. PUSHPIN has accelerated all remaining lease payments, and accordingly, accounting for total obligations that may be recoverable by PUSHPIN, the Lessee now owes PUSHPIN the sum of \$7,628.22. The personal guaranty agreement executed in association with the equipment finance lease provides that you, as personal guarantor, will be fully responsible for all of the Lessee's obligations thereunder in event of its default.

Our firm has been directed to commence a legal action to enforce the terms of the agreement and guaranty and obtain a money judgment against you if you do not pay the balance due thereunder. Take notice that a judgment against you may include costs, disbursements and our reasonable attorney's fees. To that end, we are prepared to file a fully executed copy of the attached draft complaint with the court and serve the same upon you if necessary.

At this juncture, we will afford you one additional opportunity to resolve this matter amicably by forwarding your payment of the amount due within ten (10) days of your receipt of this letter. If you would like to make a payment arrangement, you are authorized to directly contact KAZUEL BAILEY the representative of this account at the Legal Collections Department of PUSHPIN at 1(888) 271-4480 to discuss this matter further. A member of PUSHPIN's Legal Collections Department may contact you directly as well for the purposes of resolving this matter.

Your cooperation in this matter is appreciated.

Very truly yours,

LAW OFFICES OF ARI R. MADOFF, P.C.

By:   
One of its Attorneys



IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
MUNICIPAL DEPARTMENT, 1<sup>ST</sup> MUNICIPAL DISTRICT

PUSHPIN HOLDINGS LLC

Plaintiff

Case Number:

1207641

v.

DWAYNE ARMBRISTER, AKA DWAYNE S  
ARMBRISTER

Defendant

Amount Claimed: \$7,628.22 plus costs & fees

**VERIFIED COMPLAINT**

NOW COMES Plaintiff PUSHPIN HOLDINGS LLC ("PUSHPIN" or "Plaintiff"), by and through its Attorneys LAW OFFICES OF ARI R. MADOFF, P.C., and for its Complaint against Defendant DWAYNE ARMBRISTER, AKA DWAYNE S ARMBRISTER ("Defendant") alleges as follows:

**PARTIES, VENUE AND JURISDICTION**

1. Plaintiff is a Delaware limited liability company.
2. Upon information and belief, Defendant is an individual residing in CHARLOTTE, NC and is party to present action pursuant to a Personal Guaranty executed by Defendant. Jurisdiction and Venue is appropriate as present action arises pursuant to a Personal Guaranty agreement executed by Defendant as Guarantor. The Personal Guaranty contains Defendant's express consent to the jurisdiction and venue of this Court. (See Personal Guaranty of Defendant, Exhibit A, p. 1).

**ALLEGATIONS COMMON TO ALL COUNTS**

3. In the course of its business, Plaintiff purchased and acquired the rights, title and interest to executed equipment finance agreements for leasing of commercial electronic point-of-sale equipment ("equipment") to merchants selecting such equipment from a third-party equipment vendor or supplier.
4. Pursuant to the regular course of business described above, Plaintiff, for good and valuable consideration, acquired by assignment all rights, title and interest of the Original Lessor or its assignee to a commercial equipment

LSE. 1207641

finance lease agreement ("Agreement") and accompanying Personal Guaranty Agreement between Lessor and ACE SECURITY LAMINATES ("Lessee"), original Contract No. 672008 assigned No. 1207641, payment on which was subject to a Personal Guaranty contract executed by defendant. The Agreement and the executed Personal Guaranty Contract ("Personal Guaranty") are attached hereto as Exhibit A.

5. The Agreement provide that in the event of a default, Plaintiff may require immediate payment of all amounts then due plus the unpaid balance of the remaining monthly payments for the original term of the Agreement.

6. Defendant, by execution of a Personal Guaranty contract, unconditionally guaranteed all of the Lessee's obligations to the plaintiff under the Agreement, including the basic monthly payment to the plaintiff of \$118.00 for a period of 48 months, plus plaintiff's attorney's fees and legal costs incurred in enforcing the Agreement.

7. ACE SECURITY LAMINATES defaulted by failing to make its required monthly payments due under the Agreement on 2/16/2003. Prior to its default, ACE SECURITY LAMINATES made payments under the Agreement and was properly credited for an amount totaling \$354.00.

8. As a result of the above failure to make scheduled payments pursuant to the Agreement, Plaintiff declared immediately due and payable all accrued and unpaid monthly payments in the total amount of \$5,310.00, plus attorney's fees, as provided for under the Agreement with interest accruing from date of default.

9. Pursuant to the executed Personal Guaranty, Demand has been made upon Defendant, in their capacity as Personal Guarantor, for the above balance due Plaintiff, but defendant has failed to pay and still continues to refuse to pay said balance due and owing under the Personal Guaranty.

**COUNT ONE: BREACH OF CONTRACT (BREACH OF PERSONAL GUARANTY)**

10. Plaintiff realleges and incorporates all allegations set forth above in paragraphs 1-9 as though fully alleged herein.

11. As a result of Lessee's failure to make the payment due on 2/16/2003 and each and every monthly payment due thereafter, as specified in the Agreement, there has been a default under the Agreement and the contract has been breached.

12. By reason of the foregoing, there is presently due and owing from the Lessee to Plaintiff the remaining unpaid balance under the Agreement of \$5,310.00, plus an amount of \$2,318.22 accounting for prejudgment

interest of five-percent accruing thereon from 2/16/2003 pursuant to 815 ILCS 205/1 *et. seq.* for a total amount claimed of \$7,628.22.

13. Accordingly, by reason of the Defendant's obligations under the executed Personal Guaranty, there is presently due and owing to Plaintiff from Defendant, as the signatory of the Personal Guaranty contract, the total sum of \$7,628.22.

**COUNT TWO: RECOVERY OF ATTORNEY'S FEES PURSUANT TO AGREEMENT**

14. Plaintiff realleges and incorporates all allegations set forth above in paragraphs 1-13 as though fully alleged herein.

15. Defendant unconditionally guaranteed all obligations to the plaintiff under the Agreement, including payment of plaintiff's attorney's fees and legal costs incurred in enforcing the Agreement.

16. By reason of defendant's unconditional guaranty to pay plaintiff's attorney's fees and legal costs incurred in enforcing the Agreement, there is due and owing from the Defendant to Plaintiff attorney's fees in a sum no less than \$350.00 plus costs and fees incurred in bringing the present action.

WHEREFORE, plaintiff demands judgment against defendant as follows:

- A. For Count One against defendant, the sum of \$7,628.22.
- B. For Count Two against defendant, for attorney's fees in a sum no less than \$350.00
- C. Possession of any equipment subject to the Agreement if any such equipment is remaining in Defendant's possession and;
- D. Costs and Fees and;
- E. Any such other and further relief as this Court may deem just and proper.

Respectfully submitted,

PUSHPIN HOLDINGS LLC

PLAINTIFF

By: 

One of Plaintiff's Attorneys

Law Offices of Ari R. Madoff, P.C. (Firm No. 48674)  
Attorneys for Pushpin Holdings LLC  
Mailing Address: PO Box 64777  
Chicago, Illinois 60664-0777  
T:312/379/9529 312/980/6819(F)

LSE. 1207641

RE:  
PUSHPIN HOLDINGS LLC ) State of NY  
Plaintiff ) SS  
v. ) County of New York  
DWAYNE ARMBRISTER, AKA DWAYNE S ARMBRISTER  
Defendant

**VERIFICATION AND AFFIDAVIT OF CLAIM**  
**VERIFICATION (735 ILCS 5/1-109)**

I, ALISHA RIOS, declare under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure:

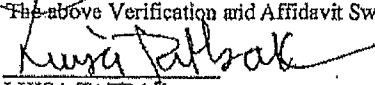
that I am the Executive Legal Administrator of the Plaintiff herein;  
that I have read the foregoing Verified Complaint and know the contents thereof;  
and that to the best of my knowledge all of the statements in the foregoing Verified Complaint are true and correct;  
except as to matters therein stated to be made upon information and belief (as to which I believe such statements are true).

**AFFIDAVIT**

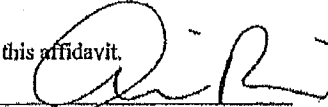
Further, I, ALISHA RIOS, declare under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, being first duly sworn upon oath or affirmation, depose and state as follows:

1. That I am duly authorized agent and Executive Legal Administrator of Plaintiff in the above captioned matter and I am authorized and qualified with full authority to make this affidavit as a representative of the Plaintiff herein. In performing my duties on behalf of Pushpin Holdings LLC, I am familiar with and have access to the books and records of the Plaintiff herein.
2. That the Plaintiff holds all rights, title and interest of the original Lessor and is the owner and current creditor- holder of the Agreement, original Lease #672008, assigned No. 1207641 and the executed Personal Guaranty subject of this action; having purchased in the ordinary course of business the account in good faith and for good and valuable consideration from the Original holder or its assignee/successor in interest.
3. That Plaintiff maintains, in the regular course of its business, computer records on which entries are made by a person with direct knowledge of the information therein or knowledge based on documents provided by the original holder and/or its assignee to Plaintiff which have been incorporated into Plaintiff's books, records and electronic records.
4. That Defendant has defaulted in his/her payment obligations to the original holder and/or its assigns and the balance due and owing to the Plaintiff as of the date hereof is \$7,628.22 which balance is comprised of \$5,310.00 plus prejudgment interest of \$2,318.22, having accrued at 5% percent *per annum* pursuant to statute as of the date hereof. The costs and the reasonable attorneys fees reflected in the attached verified complaint at law are currently due and owing Plaintiff pursuant to the Agreement. The account has been credited for all payments and credits due.
5. The Exhibits attached to the Complaint and/or this Affidavit are true & accurate copies, which were kept in the ordinary course of business and properly reflect Defendants obligations under the subject Agreement(s) and/or Contracts and Guarantees.
6. If called as a witness I could competently testify to the matters stated in this affidavit.

The above Verification and Affidavit Sworn to before me this 11/8/2011

  
LUISA TATBAK

Notary Public, State of New York No. 01TA6208843  
Qualified in Kings County My Commission Expires July 13, 2013

  
ALISHA RIOS  
Title: EXECUTIVE LEGAL ADMINISTRATOR

LSE, 1207641

Redacted



LEASE FINANCE GROUP, A DIVISION OF CIT FINANCIAL USA, INC.  
223 N. Michigan Ave., Suite 1800  
Chicago, IL 60601-5510 • (312) 560-5600 • Fax (312) 560-5789

LEGAL NAME OF LESSEE ("LESSEE") <u>Ace Security Laminates, LLC</u>		<input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> OTHER
ADDRESS CITY STATE ZIP		AGREEMENT <u>510</u> <u>010</u>
born above		

The equipment ("Equipment") and the software and related license agreement(s) ("License Agreement(s)") and collectively with the software, the "Software") described above shall be referred to collectively as the "Property".

SCHEDULE OF PAYMENTS		PAYABLE AT SIGNING OF THE LEASE	
TERM IN MONTHS <u>48</u>	BASE MONTHLY PAYMENT OF \$ <u>118.00</u> PER MONTH	<input type="checkbox"/> FIRST AND LAST MONTHLY PAYMENT	\$ _____
COMMENCEMENT DATE	PLUS TAXES AND OTHER FEES AS DESCRIBED IN THE TERMS AND CONDITIONS BELOW	<input type="checkbox"/> FIRST MONTHLY PAYMENT	\$ _____
		<input type="checkbox"/> OTHER	\$ _____
		TOTAL	\$ <u>-0-</u>

TERMS AND CONDITIONS (See other side for additional Terms and Conditions)

I, the undersigned Lessee in the capacity set forth below, hereby authorize CIT Financial USA, Inc. or its designee, successor or assign (hereinafter "Lessor") to automatically withdraw my monthly rental payment and any amounts, including any and all taxes or other charges now due or hereinafter imposed, owed in conjunction with the above referenced Non-Cancellable Lease (hereinafter "Lease"), by initiating debit entries to my account at the financial institution (hereinafter "Bank") evidenced on the check copy provided, or such other Bank that may be used by me from time to time. As set forth in paragraph 16, (the event of default of my obligations hereunder, I authorize the Lessor to debit my account for the full amount due under the Lease. A rental payment (whether paid by debit or other means) that is not honored by my bank for any reason will be subject to a \$10.00 service fee imposed by Lessor, the amount of which may be debited from my account. Further, I authorize my Bank to accept and to charge any debit entries initiated by Lessor to my account. This authorization is to remain in full force and effect until Lessor has received written notice from me of its termination in such time and in such manner as to afford Lessor a reasonable opportunity to act.

BANK [REDACTED] ROUTING NO. [REDACTED] ACCOUNT NO. [REDACTED]

I HAVE READ AND AGREE TO THE TERMS WHICH APPEAR ON BOTH SIDES OF THIS LEASE DOCUMENT. I represent that this Property is being leased for business and or professional purposes and agree that under no circumstances shall this Lease be construed as a consumer contract. I acknowledge receipt of a copy of this Lease Agreement with all lease terms filled in, and acknowledge and agree that I shall be deemed to have unconditionally accepted the Property you have leased me under our Lease Agreement, parts of which are given above. Lessee's signature herein authorizes Lessor to verbally verify by telephone with representative of Lessee on a verification certificate; the date and time of such verification; the terms and conditions of the Lease; the type and make of the Property under the Lease; that all necessary installation has been completed and the Property is in good operating order and in all respects satisfactory to Lessor; and that the monthly rental payment will be automatically debited from the Lessee's verified account number and designated account.

ACCEPTED BY LESSOR: LEASE FINANCE GROUP, A Division of CIT Financial USA, Inc. Signature <u>[Signature]</u> Title <u>VP</u> Date <u>9-6-02</u>	ACCEPTED BY LESSEE: LESSEE #1 Signature <u>[Signature]</u> Print Name <u>Dwayne Armbrister</u> Title <u>President</u> Date <u>9-6-02</u> Witness Signature <u>[Signature]</u>	LESSEE (FULL LEGAL NAME) LESSEE #2 (if applicable) Signature _____ Print Name _____ Date _____
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PERSONAL GUARANTEE

To induce Lessor to enter into this Lease, the undersigned unconditionally guarantees to Lessor the prompt payment when due of all of Lessee's obligations to Lessor under the Lease. Lessor shall not be required to proceed against Lessor or the Property or enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay a attorney's fees and other expenses incurred by Lessor by reason of default by the Lessee or the undersigned consents to any extensions or modifications granted to Lessee and the release and/or compromise of any obligation of Lessee or any other obligors and guarantors without in any way releasing the undersigned from its obligations hereunder. This is a continuing guaranty and shall not be discharged or affected by death of the undersigned, shall bind the heirs, administrators, representatives, successors and assigns, and may be enforced by or for the benefit of any assignee or successor of Lessor. The undersigned agrees and consents the Court of the State of Illinois having jurisdiction in Cook County a any Federal District Court having jurisdiction in said county shall have jurisdiction and shall be the proper venue for the determination of all controversies and disputes arising hereunder. The undersigned agrees and consents that the service of process by registered or certified mail will be sufficient to obtain jurisdiction.

Guarantor Signature <u>[Signature]</u> Date <u>9-6-02</u>	Guarantor Signature #2 (if applicable) No title allowed Date _____	Witness Signature <u>[Signature]</u> Date _____
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We have written this Lease in plain language because we want you to fully understand its terms. Please read your copy of this Lease carefully and feel free to ask me any questions you

5. NO WARRANTIES. The Property is subject to any warranties made by the manufacturer of the Equipment or by the Software ("Licensor") and any limitation thereof. The Property is leased "AS IS" and LESSOR IS NOT LIABLE FOR THE PERFORMANCE OF THE EQUIPMENT, THE SOFTWARE, THE LICENSOR OR ANY OTHER PARTY'S FAILURE TO PROVIDE SERVICE. YOU ACKNOWLEDGE THAT WE DID NOT MANUFACTURE OR LICENSE THE PROPERTY NOR DID WE SELECT IT. WE DID NOT REPRESENT THE MANUFACTURER OR THE LICENSOR AND YOU SELECTED THE PROPERTY BASED UPON YOUR OWN JUDGEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY DAMAGES, WHETHER LOST PROFITS, LOST DATA, CONSEQUENTIAL, DIRECT, SPECIAL, PUNITIVE OR INDIRECT, RELATING TO THE PROPERTY. YOU AGREE THAT IN THE EVENT OF A BREACH OR DEFAULT UNDER THE LICENSE AGREEMENT, LESSEE'S SOLE REMEDY SHALL BE AGAINST THE LICENSOR. We hereby hold you that you may have rights under the supply contracts or the License Agreement, and that you may contact the supplier or the Licensor for a description of those rights or any warranties.

6. TERM AND RENT. The Lease term shall commence as of the date that the Lease is accepted by us, ("the Commencement Date"), and shall continue until your obligations under the Lease shall have been fully performed. Each installment of rent shall be payable monthly in advance, the first such payment being due on the date you sign this Lease, or at such later time as agreed to by us, and the second payment shall be due the following month on the day of the month we designate in writing (hereinafter "Payment Day"), and subsequent payments will be due on the Payment Day of each successive month until the balance of the rent and any additional rent or fees chargeable to you under this Lease have been paid in full. All payments of rent shall be made to us at the address set forth herein or such other address that we may designate in writing. YOUR OBLIGATION TO PAY SUCH RENTALS SHALL BE ABSOLUTE AND UNCONDITIONAL AND IS NOT SUBJECT TO ANY ABATEMENT, SET-OFF, DEFENSE OR COUNTERCLAIM FOR ANY REASON WHATSOEVER, INCLUDING ANY ACTION BY LICENSOR OR ANY OTHER THIRD PARTY. You hereby authorize us to insert the serial numbers and other identification data of the Property when determined by us and dates or other omitted factual matters. If a security deposit is indicated above, the same shall be held by us to secure the faithful performance of the terms of the Lease and returned or applied in accordance with Paragraph 18 hereof.

7. ASSIGNMENT. (a) WE MAY ASSIGN OR TRANSFER THIS LEASE OR OUR INTEREST IN THE PROPERTY WITHOUT NOTICE TO YOU. Any assignee of ours shall have all of the rights, but none of the obligations, of ours under this Lease and you agree that you will not assert against any assignee of ours any defense, counterclaim or offset that you may have against us. (b) YOU SHALL NOT ASSIGN OR IN ANY WAY DISPOSE OF ALL OR ANY PART OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS LEASE OR ENTER INTO ANY SUBLEASE OF ALL OR ANY PART OF THE PROPERTY WITHOUT OUR PRIOR WRITTEN CONSENT.

8. TITLE, QUIET ENJOYMENT. We shall at all times retain title to the Property. All documents of title and evidence of delivery shall be delivered to us. You hereby authorize us, at your expense, to cause this Lease, or any statement or other instrument in respect to this Lease showing our interest in the Property, including Uniform Commercial Code Financing Statements to be filed or recorded and refilled and re-recorded, and grant us the right to execute your name thereto. You agree to execute and deliver any statement or instrument requested by us for such purpose, and agree to pay or reimburse us for any filing, recording or stamp fees or taxes arising from the filing or recording of any such instrument or statement. So long as you are not in default under any of the terms in this Lease, we agree that we shall not interfere with your quiet use and enjoyment of the Property.

9. CARE, USE AND LOCATION. You shall maintain the Equipment in good operating condition, repair and appearance, and protect the same from deterioration other than normal wear and tear. shall use the Property in the regular course of your business; shall not make any modification, alteration or addition to the Property without our written consent, which shall not be unreasonably withheld; shall not so title the Equipment to realty as to change its nature to real property; and shall not remove the Property from the location shown herein without our written consent, which shall not be unreasonably withheld.

10. NET LEASE: TAXES. You intend the rental payments hereunder to be net to us, and you agree to pay all sales, use, excise, personal property, stamp, documentary and ad valorem taxes, license and registration fees, assessments, fines, penalties and similar charges imposed on the ownership, possession or use of the Property during the term of this Lease; shall pay all taxes (except our Federal or State net income taxes) imposed on you or us with respect to the rental payments hereunder or the ownership of the Property; and, shall reimburse us upon demand for any taxes paid by or advanced by us. Unless otherwise agreed to in writing, you shall file personal property tax returns with respect to the Property.

11. INDEMNITY. You shall and do hereby agree to indemnify and save us, our agents, servants, successors, and assigns harmless from any and all liability, damage or loss, including reasonable attorney's fees, arising out of the ownership, selection, possession, leasing, operation, control, use, condition (including but not limited to latent and other defects, whether or not discoverable by you), maintenance, delivery and return of the Property. The indemnity shall continue in full force and effect notwithstanding the termination of the Lease.

12. INSURANCE. You shall keep the Equipment insured against all risks of loss or damage from any cause whatsoever for not less than the full replacement value thereof. You shall carry public liability insurance, both personal injury and property damage, covering the Equipment. All such insurance shall be in form and with companies satisfactory to us and shall name us and our Assignee as Loss Payee, as our interest may appear with respect to property damage coverage and as additional insured with respect to public liability coverage. You shall pay the premiums for such insurance and upon our request deliver to us satisfactory evidence of insurance coverage required hereunder. The proceeds of such insurance payable as a result of loss or damage to any item of Equipment shall be applied to satisfy your obligation as set forth in Paragraph 13 below. You hereby irrevocably appoint us as your attorney-in-fact to make a claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy.

13. RISK OF LOSS. You shall bear all risks of loss to and damage to the Property from any cause and the occurrence of such loss or damage shall not relieve you of any obligation hereunder.

14. INSURANCE NON-COMPLIANCE. In the event you fail to comply with your obligations under Paragraph 12 of this agreement to deliver to us evidence of insurance naming us as Loss Payee, or upon the cancellation or non-renewal of the required insurance, then you shall be subject to an Insurance Non-Compliance Charge in the amount of \$2.50 per month, per item of Equipment, said amount to be paid with the next monthly rental payment and all subsequent payments due during the remaining term of the Lease, or until such time as satisfactory evidence of insurance coverage has been provided. The imposition of the Insurance Non-Compliance Charge shall not relieve you of any obligation under Paragraph 13 of this agreement.

15. EVENT OF DEFAULT. If any one of the following events (each a "Default") shall occur, then to the extent permitted by applicable law, we shall have the right to exercise any one or more remedies set forth in Paragraph 16 below, (a) you fail to pay any rental or any other payment hereunder when due; or (b) you fail to perform any of the terms, covenants or conditions of this Lease other than as provided

16. REMEDIES. If a Default occurs, we may do any or all of the following: (a) terminate this Lease; (b) declare all unpaid Lease payments until the end of the term of this Lease and other amounts due in this Lease immediately due and payable; (c) repossess or render unusable, any Property whatsoever, without demand or notice, without any court order or other process of law and without liability for any damages occasioned by such action; (d) require you to deliver the Property to a location designated by us; (e) proceed by court action to enforce performance by you of this Lease and/or recover damages and expenses incurred by us by reason of any Default; or (f) exercise any other right or remedy available at law or in equity, including those of a secured creditor. You shall pay us all costs and expenses (including attorney's fees and costs) incurred by us in enforcing any of the terms of this Lease or any of our rights against you. Upon repossession or surrender of any Property, we may, for the full or otherwise dispose of the Property, and apply the net proceeds thereof to the amounts owed to us hereunder, provided, that you shall remain liable to us for any deficiency. You agree that it is common reasonable for repossessed Property to be sold at public or private sales (in any state or country not owned by us) to dealers or others in lots or pieces (with or without the Property being physically present used Property prices. Notwithstanding the foregoing, to the extent the Software is nontransferable or transfer restricted, Lessee agrees that the Lessor and/or Licensor of the Software shall have no duty to market such Software or otherwise mitigate any damages relating to such Software. All rights, remedies are cumulative and may be enforced concurrently. Any delay or failure to enforce our rights hereunder does not prevent us from enforcing any rights at a later time. Notwithstanding the foregoing, any attorney's fees, costs, or expenses, or costs or expenses of repossession and storage, shall be billed to the highest amount chargeable under applicable law.

17. CHANGE OF NAME; BILLING ADDRESS, BANK ACCOUNT. You will inform us, within ten days, of any change in your name, address, billing address, telephone numbers, location of Property, the bank checking account used by ACH debit. We are authorized to correct any typographic or clerical errors made on the front of this Lease Agreement regarding your address, telephone numbers or Property leased.

18. END OF LEASE TERM. At the expiration or earlier termination of this Lease Term, you have the following options: (1.) You shall disconnect and return the Equipment and/or Software, freight prepaid to us in good repair, condition and working order, in a manner and to a location we designate and Lessee's right to use the Software shall terminate. (2.) Lessor extends an option to purchase the equipment at the end of the term for fair market value, which is estimated to be 10% of the Lease term for monthly Lease payment (excluding taxes) and return the Software in accordance with option 1. (3.) I can extend upon all the terms and conditions as stated herein for a period of one month from its expiration date without the necessity of the execution of any further instrument or document. At the end of this additional month, options 1, 2, and 3 are again available to you. Unless you notify us in writing days prior to the expiration of the Lease Term, or monthly renewal period, you shall have been deemed to have chosen option 3 (Automatic Renewal for one month).

19. LATE PAYMENTS AND COLLECTION COSTS. If you do not make a payment within 10 days of due date, you must pay, in addition to the payment, a late charge of \$30.00 for each late payment. Each month the past due payment remains unpaid, an additional late fee of \$10.00 will be assessed. You will pay our collection costs, and reasonable Attorney's fees. Such collection costs include, but not limited to charges for collection letters and collection calls and to charges of collection agency, courts, sheriff, etc. There will be a processing charge of \$10.00 for any returned check or for any rejected credit card charge or for any rejected automatic bank account debit. Payments are applied to late fee and to processing charges first and then to Lease obligations.

20. MISCELLANEOUS. In the event you fail to comply with any provision of this Lease, we shall in the right, but not be obligated, to effect such compliance on your behalf. In such event, all costs expended by, and all expenses of ours in effecting such compliance, shall be deemed to be additional rental, and shall be paid by you to us at the time of the next monthly payment of rent. All notices on this Lease shall be sufficient if given personally or mailed to the party intended at the respective address set forth herein, or at such other address as said party may provide in writing from time to time. Intent and you intend this Lease to be a valid and subsisting legal instrument, and agree that any provision of this Lease which may be deemed unenforceable shall be modified to the extent necessary to render it enforceable and shall in no way invalidate any other provision or provisions of this Lease, of which shall remain in full force and effect. This Lease shall be binding when accepted in writing by and shall be governed by the laws of the State of Illinois, without regard to the conflict of law, rules principles thereof. Unless otherwise prohibited by law you agree and consent that the Court of the State of Illinois having jurisdiction in Cook County or any Federal District Court having jurisdiction in Cook County shall have the jurisdiction and shall be the proper venue for the determination of all contract and dispute arising hereunder. You agree and consent that service of process by registered or certified mail will be sufficient to obtain jurisdiction. Nothing contained herein is intended to preclude us from commencing any action hereunder in any court having jurisdiction thereof. You waive, insofar as permitted by law, trial by jury in any action between the parties.

21. CHOICE OF LAW; ARBITRATION. Any claim or controversy, including any contract or tort claim between or among us, you or any Guarantor related to this Lease, shall be determined by binding arbitration in accordance with Title 9 of the U.S. Code and the Commercial Arbitration Rules of the American Arbitration Association. All statutes otherwise applicable shall apply. Judgment upon the arbitral award may be entered in any court having jurisdiction. In event you or Guarantor Defaults, these provisions regarding arbitration shall not apply to our right to repossess the Equipment. This Lease is in interstate commerce. Any arbitration shall take place in Chicago, Illinois.

22. LIMITATION ON ACTION. You shall commence any action based in contract, tort or otherwise arising from, or related to, this Lease, or the subject matter thereof, within one year of the accrual of the cause of action and no such action may be maintained which is not commenced within that period.

23. ENTIRE AGREEMENT; CHANGES. This Lease contains the entire agreement between the parties and may not be altered, amended, modified, terminated or otherwise changed except in writing as signed by one of our executive officers.

24. ACH DEBIT/SETOFF. You hereby authorize us, our agent or assignee, to automatically withhold your monthly Lease Payments and any other amounts, including any and all taxes and other charges and fees now due or hereinafter imposed or levied in connection with this Lease, by initiating debit withdrawal from the financial institution (the "Bank") identified on the voided check provided to us by you. A Lease Payment (whether paid by debit or other means) that is not honored by your Bank will be subject to a service fee equal to the greater of \$25.00 or such sum as may be permitted by applicable law. You hereby authorize the Bank to accept and to charge any debit entries initiated hereunder to your account. This authorization will remain in effect until we (or our assignee) have received written notice from you of your termination hereof in such time and manner as to afford the recipient a reasonable opportunity to act thereon. Moreover, you authorize (a) us to notify USB Payment Processing, Inc. ("Processor") of any default in payment hereunder and (b) the Processor to set off against and pay to any funds or credits then or thereafter due you as in the possession or control of Processor until your payment default under this Lease has been cured.

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment Agreement, dated March 1, 2010 (this "Agreement") is made and entered into pursuant to the Receivables Purchase Agreement (the "Purchase Agreement") by and among GCN HOLDING LLC, a Delaware limited liability company, and GCN HOLDING (CANADA) ULC, a Canadian unlimited liability company (together referred to as the "Seller"), and PUSHPIN HOLDINGS LLC, a Delaware limited liability company (the "Buyer"). Capitalized terms used herein without definition shall have the meaning specified in the Purchase Agreement.

Seller, for the consideration described in the Purchase Agreement, the receipt of which is hereby acknowledged, and subject to all of the terms and conditions of the Purchase Agreement, does hereby transfer and assign to Buyer, its successors and assignees, all of the Receivables as of the Closing Date.

Terms of the Purchase Agreement, including but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Receivables are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

This Agreement shall inure to the benefit of, and be binding upon, the respective successors and permitted assignees of Seller and Buyer and shall be governed by and construed and interpreted in accordance with the Purchase Agreement and the laws of the State of New York, without regard to such State's conflicts of law rules which would require the application of the laws of a different jurisdiction.

This Agreement may be executed by facsimile transmissions in multiple counterparts, each of which shall be an original, but together shall constitute one and the same instrument.

[Signature page follows.]

[New York #2377584 v1]

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

GCN HOLDING LLC

By: \_\_\_\_\_  
Name:  
Title:

GCN HOLDING (CANADA) ULC

By: \_\_\_\_\_  
Name:  
Title:

PUSHPIN HOLDINGS LLC

By: \_\_\_\_\_  
Name: *John Cohen*  
Title: *President*

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

GCN HOLDING LLC

By: \_\_\_\_\_  
Name: *Guangyue Sun*  
Title: *Secretary*

GCN HOLDING (CANADA) ULC

By: \_\_\_\_\_  
Name: *Guangyue Sun*  
Title: *Secretary*

PUSHPIN HOLDINGS LLC

By: \_\_\_\_\_  
Name:  
Title:



### INSTRUMENT OF ASSIGNMENT

Instrument of Assignment dated November 30, 2005 ("Instrument") by CIT Financial USA, Inc., a Delaware corporation ("Seller"), in favor of GCN Holding LLC, a Delaware limited liability company ("Buyer").

Pursuant to the Asset Purchase Agreement dated as of November 9, 2005, as amended as of November 30, 2005 (the "Agreement"), among CIT Group Inc., CIT Financial Ltd., Seller, Buyer, GCN Holding (Canada) ULC and Lease Finance Group LLC, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby sell, assign, transfer, convey and deliver unto Buyer, its successors and assigns, each and all of the US Purchased Assets (as such term is defined in the Agreement) (other than legal title to the US Purchased Assets identified in Schedule 8.7 of the Agreement), intending hereby to convey all of the right, title and interest of Seller therein (other than such legal title).

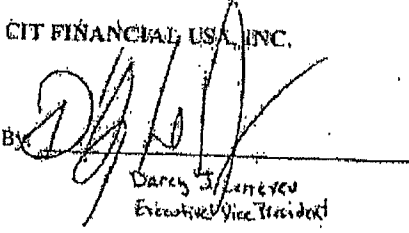
Seller hereby covenants and agrees to and with Buyer, its successors and assigns, to do, execute, acknowledge and deliver to, or to cause to be done, executed, acknowledged and delivered to, Buyer, its successors and assigns, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances that may be reasonably requested by Buyer for the better selling, assigning, transferring, conveying, delivering, assuring and confirming to Buyer, its successors or assigns, any or all of the right, title and interest in the US Purchased Assets being transferred hereby.

This Instrument shall be binding upon the successors and assigns of Seller and shall inure to the benefit of the successors and assigns of Buyer.

IN WITNESS WHEREOF, Seller has caused this Instrument to be duly executed and delivered as of the date first set forth above.

CIT FINANCIAL USA, INC.

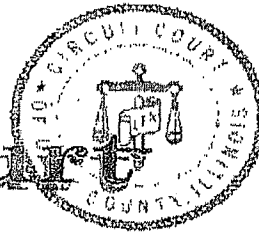
By

  
Darcy J. Leneveu  
Executive Vice President

*Dorothy Brown*

# Clerk of the Circuit Court

*Cook County*

*Division: Civil*

Click on Case Number for Case Information Summary

Name Search Results for: PUSHPIN

Case Number	Plaintiff	Defendant	Date Filed
<a href="#">2011-M1-176145</a>	PUSHPIN HOLDINGS L	SHANLE LORA	12/01/2011
<a href="#">2011-M1-176146</a>	PUSHPIN HOLDINGS L	HISHAR SHAIKH	12/01/2011
<a href="#">2011-M1-176147</a>	PUSHPIN HOLDINGS L	VELAZQUEZ ALFONSO	12/01/2011
<a href="#">2011-M1-176150</a>	PUSHPIN HOLDINGS L	CURRY ARNOLD D	12/01/2011
<a href="#">2011-M1-174630</a>	PUSHPIN HOLDINGS	DAVIS K WENDY	11/28/2011
<a href="#">2011-M1-174631</a>	PUSHPIN HOLDINGS	NEAL JOHN	11/28/2011
<a href="#">2011-M1-174632</a>	PUSHPIN HOLDINGS	WELLS ERIC	11/28/2011
<a href="#">2011-M1-174633</a>	PUSHPIN HOLDINGS	DEEKJUNTHOD'N	11/28/2011
<a href="#">2011-M1-174634</a>	PUSHPIN HOLDINGS	LEE WHEE DON	11/28/2011
<a href="#">2011-M1-174635</a>	PUSHPIN HOLDINGS	BARDEL J THOMAS	11/28/2011
<a href="#">2011-M1-174636</a>	PUSHPIN HOLDINGS	RUFF MONICA	11/28/2011
<a href="#">2011-M1-174637</a>	PUSHPIN HOLDINGS	SULLIVAN V WILLIAM	11/28/2011
<a href="#">2011-M1-174638</a>	PUSHPIN HOLDINGS	MAURIELLO MICHAEL	11/28/2011
<a href="#">2011-M1-174639</a>	PUSHPIN HOLDINGS	CANTY S SHARREN	11/28/2011
<a href="#">2011-M1-174641</a>	PUSHPIN HOLDINGS	GALVEZ RAUL	11/28/2011
<a href="#">2011-M1-174642</a>	PUSHPIN HOLDINGS	JURAKHAN SHALEEN	11/28/2011
<a href="#">2011-M1-174644</a>	PUSHPIN HOLDINGS	CANDOZA IVETTE	11/28/2011
<a href="#">2011-M1-174646</a>	PUSHPIN HOLDINGS	CHIVERS GERRY	11/28/2011
<a href="#">2011-M1-174648</a>	PUSHPIN HOLDINGS	FELIX D WILSON	11/28/2011
<a href="#">2011-M1-174650</a>	PUSHPIN HOLDINGS	SPIESS C RICHARD	11/28/2011
<a href="#">2011-M1-174652</a>	PUSHPIN HOLDINGS	GRAHAM WILLIAM	11/28/2011
<a href="#">2011-M1-174653</a>	PUSHPIN HOLDINGS	IRVING WAYNE	11/28/2011

2011-M1-174655	PUSHPIN HOLDINGS	MULLINAX T JAMES	11/28/2011
2011-M1-174658	PUSHPIN HOLDINGS	RAGLAND COZZETA	11/28/2011
2011-M1-174659	PUSHPIN HOLDINGS	PATEL VALLABHBAI	11/28/2011
2011-M1-174661	PUSHPIN HOLDINGS	SAHOTA S	11/28/2011
2011-M1-174662	PUSHPIN HOLDINGS	MYERS T JUSTIN	11/28/2011
2011-M1-174664	PUSHPIN HOLDINGS	COTTO DAN	11/28/2011
2011-M1-174666	PUSHPIN HOLDINGS	GONZALES DAVID	11/28/2011
2011-M1-174667	PUSHPIN HOLDINGS	LAKHANI A IMRAN	11/28/2011
2011-M1-174669	PUSHPIN HOLDINGS	HOANG KHAN	11/28/2011
2011-M1-174671	PUSHPIN HOLDINGS	HEARN DONALD	11/28/2011
2011-M1-170205	PUSHPIN HOLDINGS	GLOWACKI ZDZISLAW	11/02/2011
2011-M1-170206	PUSHPIN HOLDINGS	LEMONS LINDA	11/02/2011
2011-M1-170207	PUSHPIN HOLDINGS	GUARNIERI P LAWREN	11/02/2011
2011-M1-170213	PUSHPIN HOLDINGS	BROOKS RENEE	11/02/2011
2011-M1-170216	PUSHPIN HOLDINGS	BARRON MANUEL	11/02/2011
2011-M1-170218	PUSHPIN HOLDINGS	MUNNS JOHN R	11/02/2011
2011-M1-170221	PUSHPIN HOLDINGS	FABELO GISELA	11/02/2011
2011-M1-170237	PUSHPIN HOLDINGS	LEE SHIRLEY OLIVIA	11/02/2011
2011-M1-170238	PUSHPIN HOLDINGS	COAXUM JAMIE D	11/02/2011
2011-M1-170239	PUSHPIN HOLDINGS	EDWARDS CHRIS	11/02/2011
2011-M1-170240	PUSHPIN HOLDINGS	FARO MICHAEL C	11/02/2011
2011-M1-170241	PUSHPIN HOLDINGS	III LOEW JOHN C	11/02/2011
2011-M1-170242	PUSHPIN HOLDINGS	NGUYEN MY	11/02/2011
2011-M1-170243	PUSHPIN HOLDINGS	MOBLEY BYRON	11/02/2011
2011-M1-170244	PUSHPIN HOLDINGS	DARCELIN JOSEPH	11/02/2011
2011-M1-170245	PUSHPIN HOLDINGS	ANDERSON ELIZABETH	11/02/2011
2011-M1-170246	PUSHPIN HOLDINGS	BRUCE STEVE	11/02/2011
2011-M1-170247	PUSHPIN HOLDINGS	PORTILLO MARCOS S	11/02/2011
2011-M1-170248	PUSHPIN HOLDINGS	BEYAH ABDUL	11/02/2011
2011-M1-170249	PUSHPIN HOLDINGS	SANCHEZ JOAQUIN	11/02/2011
2011-M1-170250	PUSHPIN HOLDINGS	RODRIGUEZ JESUS	11/02/2011
2011-M1-170251	PUSHPIN HOLDINGS	MOSER JOELL	11/02/2011
2011-M1-170252	PUSHPIN HOLDINGS	CASHIN CHRISTOPHER	11/02/2011
2011-M1-170253	PUSHPIN HOLDINGS	GARCIA CLERA TOMAS	11/02/2011

2011-M1-170254	PUSHPIN HOLDINGS	TOWNS ROBIN L	11/02/2011
2011-M1-170255	PUSHPIN HOLDINGS	TRAN LUAN	11/02/2011
2011-M1-170256	PUSHPIN HOLDINGS	GORDY HOWARD	11/02/2011
2011-M1-170257	PUSHPIN HOLDINGS	INABINETTE MARY	11/02/2011
2011-M1-170258	PUSHPIN HOLDINGS	ARAIN ABDUS SALAM	11/02/2011
2011-M1-170259	PUSHPIN HOLDINGS	LEE BONNIE SUE	11/02/2011
2011-M1-170260	PUSHPIN HOLDINGS	MAY MARVIN G	11/02/2011
2011-M1-170261	PUSHPIN HOLDINGS	LEWIS MICHAEL	11/02/2011
2011-M1-170262	PUSHPIN HOLDINGS	ACEVEDO AURORA M	11/02/2011
2011-M1-170263	PUSHPIN HOLDINGS	EBBERT WILLIAM R	11/02/2011
2011-M1-170264	PUSHPIN HOLDINGS	SANTALLA JOE	11/02/2011
2011-M1-170265	PUSHPIN HOLDINGS	RICE SHAKIRA	11/02/2011
2011-M1-170266	PUSHPIN HOLDINGS	BAYLOCK SERMOUNE	11/02/2011
2011-M1-170267	PUSHPIN HOLDINGS	SAMANO REFUGIO B	11/02/2011
2011-M1-170268	PUSHPIN HOLDINGS	DEJESUSCRUZ MARIA	11/02/2011
2011-M1-170269	PUSHPIN HOLDINGS	GONZALEZ JOSE M	11/02/2011
2011-M1-170270	PUSHPIN HOLDINGS	BEARD FLOYD	11/02/2011
2011-M1-170271	PUSHPIN HOLDINGS	LECOUNTTE ROBERT L	11/02/2011
2011-M1-170272	PUSHPIN HOLDINGS	LACROY TOM	11/02/2011
2011-M1-170273	PUSHPIN HOLDINGS	SINGH RANJANA	11/02/2011
2011-M1-170274	PUSHPIN HOLDINGS	ARELLANO MARIO	11/02/2011
2011-M1-170275	PUSHPIN HOLDINGS	CHAMMA MOUSSA R	11/02/2011
2011-M1-170276	PUSHPIN HOLDINGS	GRIFFEE TODD J	11/02/2011
2011-M1-170277	PUSHPIN HOLDINGS	MAI JING	11/02/2011
2011-M1-170278	PUSHPIN HOLDINGS	BIENVENU BRENT	11/02/2011
2011-M1-170279	PUSHPIN HOLDINGS	HEYNS DESIREE	11/02/2011
2011-M1-170280	PUSHPIN HOLDINGS	GAGO WILFRED	11/02/2011
2011-M1-170281	PUSHPIN HOLDINGS	ALI ERIC J	11/02/2011
2011-M1-170282	PUSHPIN HOLDINGS	GONZALEZ ELENA PER	11/02/2011
2011-M1-170283	PUSHPIN HOLDINGS	MYERS JOHN	11/02/2011
2011-M1-170284	PUSHPIN HOLDINGS	SWEENEY MIKE	11/02/2011
2011-M1-170285	PUSHPIN HOLDINGS	VOLONINE ANTHONY J	11/02/2011
2011-M1-170286	PUSHPIN HOLDINGS	TOMA DAVID	11/02/2011
2011-M1-169829	PUSHPIN HOLDINGS	SIGAR JEFFREY	11/01/2011
2011-M1-169830	PUSHPIN HOLDINGS	LLOYD BRIAN A	11/01/2011

2011-M1-169831	PUSHPIN HOLDINGS	BELOW MYONG SUK	11/01/2011
2011-M1-169832	PUSHPIN HOLDINGS	TAYLOR VON R	11/01/2011
2011-M1-169833	PUSHPIN HOLDINGS	GUILLEN ELISA	11/01/2011
2011-M1-169834	PUSHPIN HOLDINGS	CORTEZ ANGLICA M	11/01/2011
2011-M1-169835	PUSHPIN HOLDING LL	KEATING MICHAEL F	11/01/2011
2011-M1-169836	PUSHPIN HOLDINGS	BRANDEN JULIE	11/01/2011
2011-M1-169837	PUSHPIN HOLDING LL	GREEN DON N	11/01/2011
2011-M1-169838	PUSHPIN HOLDING LL	AOUN CHAKER	11/01/2011
2011-M1-169839	PUSHPIN HOLDINGS	MIDYETTE JOYCE	11/01/2011
2011-M1-169840	PUSHPIN HOLDINGS	COWDIN DUANE H	11/01/2011
2011-M1-169841	PUSHPIN HOLDINGS	SAYIM MUSTAFA	11/01/2011
2011-M1-169842	PUSHPIN HOLDINGS	THAM SIANA	11/01/2011
2011-M1-169843	PUSHPIN HOLDINGS	CARLTON AUDREY	11/01/2011
2011-M1-169844	PUSHPIN HOLDINGS	LUKOVSKY OLEG	11/01/2011
2011-M1-169845	PUSHPIN HOLDINGS	LAWLESS ED	11/01/2011
2011-M1-169846	PUSHPIN HOLDINGS	FIELDING TOM R JR	11/01/2011
2011-M1-169847	PUSHPIN HOLDINGS	FALK TERRI	11/01/2011
2011-M1-169849	PUSHPIN HOLDINGS	BOYD RICHARD A	11/01/2011
2011-M1-169850	PUSHPIN HOLDINGS	LI CHOU JAN	11/01/2011
2011-M1-169851	PUSHPIN HOLDINGS	BARNETT SHIRLEY	11/01/2011
2011-M1-169852	PUSHPIN HOLDINGS	FLORES CESAR B	11/01/2011
2011-M1-169853	PUSHPIN HOLDING	FLORES CESAR	11/01/2011
2011-M1-169854	HOLDINGS PUSHPIN	FLORES CESAR B	11/01/2011
2011-M1-169855	PUSHPIN HOLDINGS	UDDIN MOHAMMED J	11/01/2011
2011-M1-169856	PUSHPIN HOLDINGS	TOMASINI LINDA	11/01/2011
2011-M1-169857	PUSHPIN HOLDINGS	ANDRADE EDUARDO	11/01/2011
2011-M1-169858	PUSHPIN HOLDINGS	MULLENNEX JACK L	11/01/2011
2011-M1-169859	PUSHPIN HOLDINGS	MAROCCO ANTHONY J	11/01/2011
2011-M1-169860	PUSHPIN HOLDINGS	COLLINS LINDA L	11/01/2011
2011-M1-169861	PUSHPIN HOLDINGS	GRAYBEAL MARY	11/01/2011
2011-M1-169862	PUSHPIN HOLDINGS	GAMARRO VIRGINIA	11/01/2011
2011-M1-169863	PUSHPIN HOLDINGS	SMITH ALLEN A	11/01/2011
2011-M1-169864	PUSHPIN HOLDINGS	MALLIETTE TAMMIE	11/01/2011
2011-M1-169865	PUSHPIN HOLDINGS	MUSSO TONY	11/01/2011
2011-M1-169866	PUSHPIN HOLDINGS	HERAL GARY	11/01/2011

<a href="#">2011-M1-169867</a>	PUSHPIN HOLDINGS	LAMKIN JAMES B	11/01/2011
<a href="#">2011-M1-169868</a>	PUSHPIN HOLDINGS	GRAYHAWK PERKINS A	11/01/2011
<a href="#">2011-M1-169870</a>	PUSHPIN HOLDINGS	BOERS THOMAS H	11/01/2011
<a href="#">2011-M1-169871</a>	PUSHPIN HOLDINGS	PAGLIANO VINCENT F	11/01/2011
<a href="#">2011-M1-169872</a>	PUSHPIN HOLDINGS	SINGH RAJBIR	11/01/2011
<a href="#">2011-M1-169873</a>	PUSHPIN HOLDINGS	BURGOS FLORENTINO	11/01/2011
<a href="#">2011-M1-169874</a>	PUSHPIN HOLDINGS	PAGLIANO VINCENT F	11/01/2011
<a href="#">2011-M1-169876</a>	PUSHPIN HOLDINGS	FEIJOO DOMINIC	11/01/2011
<a href="#">2011-M1-169877</a>	PUSHPIN HOLDINGS	VINSON JAMES H	11/01/2011
<a href="#">2011-M1-169878</a>	PUSHPIN HOLDINGS	GAY GEORGE	11/01/2011
<a href="#">2011-M1-169879</a>	PUSHPIN HOLDINGS	MARTINEZ MARGARITA	11/01/2011
<a href="#">2011-M1-169880</a>	PUSHPIN HOLDINGS	HARPER FLOYD	11/01/2011
<a href="#">2011-M1-163068</a>	PUSHPIN HOLDINGS	JALLOH MOHAMMED Y	09/23/2011
<a href="#">2011-M1-163069</a>	PUSHPIN HOLDINGS	HALLMARK MARK	09/23/2011
<a href="#">2011-M1-163070</a>	PUSHPIN HOLDINGS	ALESSANDRINI JAMES	09/23/2011
<a href="#">2011-M1-163071</a>	PUSHPIN HOLDINGS	MILAN JOSE F	09/23/2011
<a href="#">2011-M1-163072</a>	PUSHPIN HOLDINGS	COLLINS EDWARD	09/23/2011
<a href="#">2011-M1-163073</a>	PUSHPIN HOLDINGS	GANSEN THOMAS J	09/23/2011
<a href="#">2011-M1-163074</a>	PUSHPIN HOLDING LL	HONG TRAN THI	09/23/2011
<a href="#">2011-M1-163076</a>	PUSHPIN HOLDINGS	HEIDARI F M	09/23/2011
<a href="#">2011-M1-163078</a>	PUSHPIN HOLDING	TRACY LORI	09/23/2011
<a href="#">2011-M1-163079</a>	PUSHPIN HOLDINGS	BADRBIGI ABE	09/23/2011
<a href="#">2011-M1-163081</a>	PUSHPIN HOLDINGS	BHAKTA HITENDRA	09/23/2011
<a href="#">2011-M1-163082</a>	PUSHPIN HOLDINGS	RAUP KRISTIN	09/23/2011
<a href="#">2011-M1-163083</a>	PUSHPIN HOLDINGS	COZENS MIKE	09/23/2011
<a href="#">2011-M1-163084</a>	PUSHPIN HOLDINGS	BROWN JUDY	09/23/2011
<a href="#">2011-M1-163085</a>	PUSHPIN HOLDINGS	DOMINGUEZ OMAR	09/23/2011
<a href="#">2011-M1-163086</a>	PUSHPIN HOLDINGS	CHUL HWANG BYOUNG	09/23/2011
<a href="#">2011-M1-163087</a>	PUSHPIN HOLDINGS	FINLEY JOHN	09/23/2011
<a href="#">2011-M1-163088</a>	PUSHPIN HOLDINGS	COWAN DAVID	09/23/2011
<a href="#">2011-M1-163091</a>	PUSHPIN HOLDINGS	OSWALT RONALD L	09/23/2011
<a href="#">2011-M1-163092</a>	PUSHPIN HOLDINGS	LOVITT KEVIN D	09/23/2011
<a href="#">2011-M1-163093</a>	PUSHPIN HOLDINGS	CHAMBERS ROBIN	09/23/2011
<a href="#">2011-M1-163094</a>	PUSHPIN HOLDINGS	POTINO MIGUEL	09/23/2011
<a href="#">2011-M1-163095</a>	PUSHPIN HOLDINGS	JOHNSON CONCHITA M	09/23/2011

2011-M1-163096	PUSHPIN HOLDINGS	MOORE QUWANA	09/23/2011
2011-M1-163097	PUSHPIN HOLDINGS	MIRANDA ARTURO	09/23/2011
2011-M1-163098	PUSHPIN HOLDINGS	CAVANAUGH DANIEL	09/23/2011
2011-M1-163099	PUSHPIN HOLDINGS	PARROT FRANK	09/23/2011
2011-M1-163100	PUSHPIN HOLDINGS	MEDACK CAROL	09/23/2011
2011-M1-163101	PUSHPIN HOLDINGS	KHAN JACQUELINE F	09/23/2011
2011-M1-163102	PUSHPIN HOLDINGS	ROBINSON RECIL D	09/23/2011
2011-M1-163103	PUSHPIN HOLDINGS	ADAMS WILL	09/23/2011
2011-M1-163104	PUSHPIN HOLDINGS	AMBOLINO JOHN G	09/23/2011
2011-M1-163105	PUSHPIN HOLDINGS	CLARK GARY	09/23/2011
2011-M1-163106	PUSHPIN HOLDINGS	MOUSSA MICHAEL	09/23/2011
2011-M1-163107	PUSHPIN HOLDINGS	LUGO GABRIEL L	09/23/2011
2011-M1-163108	PUSHPIN HOLDINGS	CARRILLO VICTOR	09/23/2011
2011-M1-163110	PUSHPIN HOLDINGS	HUFNAGEL JAMES	09/23/2011
2011-M1-163112	PUSHPIN HOLDINGS	DIDION TERALYN D	09/23/2011
2011-M1-163113	PUSHPIN HOLDINGS	SHEPPARD JAMES	09/23/2011
2011-M1-163114	PUSHPIN HOLDINGS	GUZMAN JOVANNY F	09/23/2011
2011-M1-163115	PUSHPIN HOLDINGS	BIBB GUS	09/23/2011
2011-M1-163116	PUSHPIN HOLDINGS	DIXON BARRINGTON	09/23/2011
2011-M1-163117	PUSHPIN HOLDINGS	GHAITH KHALED KAMA	09/23/2011
2011-M1-163118	PUSHPIN HOLDINGS	GOMEZ ALFREDO	09/23/2011
2011-M1-163119	PUSHPIN HOLDINGS	KOSEY KAL	09/23/2011
2011-M1-163121	PUSHPIN HOLDINGS	SANDLIN JOHN B	09/23/2011
2011-M1-163122	PUSHPIN HOLDINGS	DIOS EDWARD	09/23/2011
2011-M1-163123	PUSHPIN HOLDINGS	NOLAN STELLA J	09/23/2011
2011-M1-163124	PUSHPIN HOLDINGS	PHAM DIEP	09/23/2011
2011-M1-163125	PUSHPIN HOLDINGS	COY DAYMA	09/23/2011
2011-M1-163132	PUSHPIN HOLDINGS L	MORALES GEORGE	09/23/2011
2011-M1-163134	PUSHPIN HOLDINGS L	WALLER FLOYD R	09/23/2011
2011-M1-163135	PUSHPIN HOLDINGS L	MOONEY THOMAS	09/23/2011
2011-M1-163136	PUSHPIN HOLDINGS L	EVISCHI DON	09/23/2011
2011-M1-163137	PUSHPIN HOLDINGS L	FORTNER FRANK A	09/23/2011
2011-M1-163138	PUSHPIN HOLDINGS L	CARRETO FILIAE	09/23/2011
2011-M1-163139	PUSHPIN HOLDINGS L	GOMEZ MARGARET	09/23/2011
2011-M1-163140	PUSHPIN HOLDINGS L	FORD HEATHER	09/23/2011



2011-M1-163141	PUSHPIN HOLDINGS L	BLOOM EDDIE	09/23/2011
2011-M1-163142	PUSHPIN HOLDINGS L	FIELDS DWIGHT B	09/23/2011
2011-M1-163144	PUSHPIN HOLDINGS L	PENA ROXANA B	09/23/2011
2011-M1-163145	PUSHPIN HOLDING LL	JANE CAO Y	09/23/2011
2011-M1-163146	PUSHPIN HOLDINGS L	MALDONADO KARLA S	09/23/2011
2011-M1-163147	PUSHPIN HOLDINGS L	DUONG THU	09/23/2011
2011-M1-163149	PUSHPIN HOLDINGS L	PAULA ANA	09/23/2011
2011-M1-163150	PUSHPIN HOLDINGS L	MALIK IQBAL	09/23/2011
2011-M1-163151	PUSHPIN HOLDING LL	HEINDL JILL R	09/23/2011
2011-M1-163152	PUSHPIN HOLDINGS L	RITZ PHYLLIS M	09/23/2011
2011-M1-163153	PUSHPIN HOLDINGS L	BERNSTEIN ALERT B	09/23/2011
2011-M1-163154	PUSHPIN HOLDINGS L	GONZALEZ MARIA CON	09/23/2011
2011-M1-163155	PUSHPIN HOLDINGS L	MILLER BETTY L	09/23/2011
2011-M1-163156	PUSHPIN HOLDING LL	ROSE DONALD	09/23/2011
2011-M1-163157	PUSHPIN HOLDINGS L	KENNEDY NELDA	09/23/2011
2011-M1-163159	PUSHPIN HOLDING LL	ZUAITER OSAMA	09/23/2011
2011-M1-163160	PUSHPIN HOLDING LL	COBB SAM	09/23/2011
2011-M1-163161	PUSHPIN HOLDINGS L	CASWELL DUSTY	09/23/2011
2011-M1-163162	PUSHPIN HOLDING LL	KOSILA KENGCHAY	09/23/2011
2011-M1-163163	PUSHPIN HOLDINGS L	BLOON EDDIE	09/23/2011
2011-M1-163164	PUSHPIN HOLDINGS L	MARSH LINDA W	09/23/2011
2011-M1-163165	PUSHPIN HOLDINGS L	PENNINGTON REBECCA	09/23/2011
2011-M1-163166	PUSHPIN HOLDING LL	KEMP DAN JR	09/23/2011
2011-M1-163167	PUSHPIN HOLDING LL	DAMERON RHONDA L	09/23/2011
2011-M1-163168	PUSHPIN HOLDINGS	ALCANTARA EDWIN	09/23/2011
2011-M1-163169	PUSHPIN HOLDINGS L	TEGGE HA	09/23/2011
2011-M1-163170	PUSHPIN HOLDINGS	REESE EDWARD B	09/23/2011
2011-M1-163171	PUSHPIN HOLDINGS L	BARNETT JAMES ROY	09/23/2011
2011-M1-163172	PUSHPIN HOLDINGS L	GARCIA ALEJANDRINA	09/23/2011
2011-M1-163173	PUSHPIN HOLDINGS L	TARR RONALD A	09/23/2011
2011-M1-163175	PUSHPIN HOLDINGS L	COX JEFF	09/23/2011
2011-M1-163176	PUSHPIN HOLDINGS L	PEREZ FERNANDO	09/23/2011
2011-M1-163177	PUSHPIN HOLDINGS L	GOMEZ JESUS	09/23/2011
2011-M1-163178	PUSHPIN HOLDINGS L	WOODS LAMONTE	09/23/2011
2011-M1-163179	PUSHPIN HOLDINGS L	MCANALLY KAREN LYN	09/23/2011
2011-M1-163180	PUSHPIN HOLDINGS L	STARR MARK	09/23/2011



2011-M1-163181	PUSHPIN HOLDINGS L	ANDREWS SONNY	09/23/2011
2011-M1-163182	PUSHPIN HOLDINGS L	ROJAS CHRISTINA	09/23/2011
2011-M1-163183	PUSHPIN HOLDINGS L	AZIZI ABDUL	09/23/2011
2011-M1-163184	PUSHPIN HOLDINGS	SMALLS FREDRICK	09/23/2011
2011-M1-157739	PUSHPIN HOLDINGS L	HAUSER JULIE	09/01/2011
2011-M1-157740	PUSHPIN HOLDINGS L	MACK JOE D	09/01/2011
2011-M1-157741	PUSHPIN HOLDINGS L	OLIPHANT ARTHUR	09/01/2011
2011-M1-157742	PUSHPIN HOLDINGS L	FUNDERBURK ESTA L	09/01/2011
2011-M1-157743	PUSHPIN HOLDINGS L	WALKER ANTHONY	09/01/2011
2011-M1-157744	PUSHPIN HOLDINGS L	ZANDERS JULIA	09/01/2011
2011-M1-157745	PUSHPIN HOLDINGS L	JUSTESEN PATRICIA	09/01/2011
2011-M1-157746	PUSHPIN HOLDINGS L	BERNSTEIN ALBERT B	09/01/2011
2011-M1-157747	PUSHPIN HOLDINGS L	CASTILLO HECTOR	09/01/2011
2011-M1-157748	PUSHPIN HOLDINGS L	PEREZ ELEOVINA	09/01/2011
2011-M1-157749	PUSHPIN HOLDINGS L	ORTOGA TRINIDAD	09/01/2011
2011-M1-157750	PUSHPIN HOLDINGS L	GEORGIU MARIO	09/01/2011
2011-M1-157751	PUSHPIN HOLDINGS L	HERNANDEZ BELEN	09/01/2011
2011-M1-157752	PUSHPIN HOLDINGS L	AI XIAO XIN	09/01/2011
2011-M1-157753	PUSHPIN HOLDINGS L	HERNANDEZ EDGAR E	09/01/2011
2011-M1-157755	PUSHPIN HOLDINGS	WILSON LEROY	09/01/2011
2011-M1-157758	PUSHPIN HOLDINGS L	PATINO RICARDO	09/01/2011
2011-M1-157761	PUSHPIN HOLDINGS L	NAWDICHK ANDREW	09/01/2011
2011-M1-157764	PUSHPIN HOLDINGS L	TAYLOR RICHARD D	09/01/2011
2011-M1-157766	PUSHPIN HOLDINGS L	HACHEM FADI AL	09/01/2011
2011-M1-157769	PUSHPIN HOLDINGS	AGI HIROAKI MIY	09/01/2011
2011-M1-157772	PUSHPIN HOLDINGS	JOYCE MARK	09/01/2011
2011-M1-157774	PUSHPIN HOLDINGS L	FINAZZO GILISEPPE	09/01/2011
2011-M1-157777	PUSHPIN HOLDINGS L	SANCHEZ SERGIO	09/01/2011
2011-M1-157779	PUSHPIN HOLDINGS L	IU STEPHEN C	09/01/2011
2011-M1-157780	PUSHPIN HOLDINGS L	HAUSE RUSSEL A	09/01/2011
2011-M1-157781	PUSHPIN HOLDINGS L	FOTHERINGHAM GRAHA	09/01/2011
2011-M1-157782	PUSHPIN HOLDINGS L	PEREZ OSCAR	09/01/2011
2011-M1-157783	PUSHPIN HOLDINGS	FOX DAN	09/01/2011
2011-M1-157784	PUSHPIN HOLDINGS L	BASNES NINA	09/01/2011

2011-M1-157785	PUSHPIN HOLDINGS I	PICKNEY LINDA	09/01/2011
2011-M1-157786	PUSHPIN HOLDINGS L	LIANG ERHNA	09/01/2011
2011-M1-157787	PUSHPIN HOLDINGS L	PHILLIPS LARRY D	09/01/2011
2011-M1-157824	PUSHPIN HOLDINGS L	SHIN SUNG	09/01/2011
2011-M1-157825	PUSHPIN HOLDINGS	PEAVY MARY F	09/01/2011
2011-M1-157826	PUSHPIN HOLDINGS	GARAY CECILIA	09/01/2011
2011-M1-157827	PUSHPIN HOLINGS LL	URBINA NYDIA C	09/01/2011
2011-M1-157829	PUSHPIN HOLDINGS	KELLEY VANESSA	09/01/2011
2011-M1-157830	PUSHPIN HOLDINGS	SCHLEIMER DAVID	09/01/2011
2011-M1-157831	PUSHPIN HOLDINGS L	BRODSKY THEODORE	09/01/2011
2011-M1-157832	PUSHPIN HOLDINGS L	QUILES ESMERALDA	09/01/2011
2011-M1-157833	PUSHPIN HOLDINGS	MAKI SHUICHI	09/01/2011
2011-M1-157836	PUSHPIN HOLDINGS	CALLENDER DONNA	09/01/2011
2011-M1-157838	PUSHPIN HOLDINGS L	PETTWAY KARL	09/01/2011
2011-M1-157839	PUSHPIN HOLDINGS L	SARPY LOUIS	09/01/2011
2011-M1-157840	PUSHPIN HOLDINGS L	MCNAT ODIS W	09/01/2011
2011-M1-157841	PUSHPIN HOLDINGS L	REYES RAUL	09/01/2011
2011-M1-157842	PUSHPIN HOLDINGS L	BARUCH MARCELLE M	09/01/2011
2011-M1-157843	PUSHPIN HOLDINGS	MARTINEZ GUADALUPE	09/01/2011
2011-M1-157844	PUSHPIN HOLDINGS L	MARTINEZ VERONICA	09/01/2011
2011-M1-157845	PUSHPIN HOLDINGS	MARTINEZ DANIEL	09/01/2011
2011-M1-157846	PUSHPIN HOLDINGS	VONGSOUTHY ANDY	09/01/2011
2011-M1-157847	PUSHPIN HOLDINGS	FALLS MATTIE	09/01/2011
2011-M1-157848	PUSHPIN HOLDINGS L	NALASI JOSE	09/01/2011
2011-M1-157849	PUSHPIN HOLDINGS L	SMITH MILTON E	09/01/2011
2011-M1-157851	PUSHPIN HOLDINGS	STEWART DAUN	09/01/2011
2011-M1-157853	PUSHPIN HOLDINGS L	DIAZ ANA M	09/01/2011
2011-M1-157854	PUSHPIN HOLDINGS	PHILLIP WILLIAM	09/01/2011
2011-M1-157905	PUSHPIN HOLDINGS L	JOHNSON DIANE	09/01/2011
2011-M1-157906	PUSHPIN HOLDINGS	THURMAN MARCIA	09/01/2011
2011-M1-157907	PUSHPIN HOLDINGS L	GRANT LILLIE B	09/01/2011
2011-M1-157909	PUSHPIN HOLDINGS L	LOVE LISA	09/01/2011
2011-M1-157910	PUSHPIN HOLDINGS L	GREENE BRIAN	09/01/2011
2011-M1-157914	PUSHPIN HOLDINGS L	DOWE BUNEA	09/01/2011